## Maine Outdoor Education Program and Wonder & Awe LLC Student Agreement, Release and Acknowledgement of Risk, Photo Consent

In consideration of services provided by the Maine Outdoor Education Program ("MOEP") and Wonder & Awe LLC ("W&A"), I agree on behalf of myself and my child(ren), as follows:

- 1. I acknowledge that participation in this program entails known and unanticipated risks, which include physical injury, paralysis, death, or damage to my child(ren), to property, or to third parties. I understand that such risks are inherent in the activity and cannot be eliminated without jeopardizing the essential qualities of the activity. I have read the list below of some risks associated with this program.
- 2. I understand that MOEP and W&A are not responsible for the weather, terrain, wildlife, or equipment failure and that these factors may cause or contribute to injury or property damage.
- 3. I release and discharge MOEP and W&A from any and all claims or liabilities arising out of a failure to use reasonable care or any other negligent acts related to, arising out of, or connected with my child(ren)'s participation in this program, his, her, or their presence on MOEP or W&A premises, or his, her, or their presence on any property owned by others where program activities are conducted. I agree to indemnify and hold MOEP and W&A and such owners harmless from any and all such claims by me or my child(ren), or anyone else related to, associated with, or representing us.
- 4. I am aware of the level of fitness that is needed for this activity. I certify that my child(ren) have no medical condition or restriction that prevents them from safely participating in this program, other than specified below.\*
- 5. I consent on behalf of my child(ren) for my child(ren) to be photographed and filmed while participating in this program and for MOEP and W&A to use such photographs and footage for any purpose, including training, news articles, advertising, newsletters, and displays.
- 6. I acknowledge that as part of the program activities, it is necessary for MOEP and W&A staff to place, adjust, and manipulate personal protective equipment on my child(ren). I consent on behalf of my child(ren) for my child(ren) to be touched for these purposes only.
- 7. I understand that this release applies to me, my child(ren), and each of our heirs, executors, insurers, successors, and assigns.
- 8. If any provision of this Agreement is held to be illegal, void, or unenforceable, that provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement.

**RISKS IN ALL ACTIVITIES INCLUDE (BUT ARE NOT LIMITED TO)**: dehydration, sunburn, muscle strains, muscle sprains, bone breaks, abrasion, cuts, exposure to biting insects and the infectious diseases they may carry, exposure to poisonous plants, and death.

ADDITIONAL ACTIVITY-SPECIFIC RISKS INCLUDE (BUT ARE NOT LIMITED TO) THE FOLLOWING:

**HIKING**: heat-related illnesses, hypothermia, trips, and falls.

**<u>KAYAKING and CANOEING</u>**: heat-related illnesses, dislocations, hypothermia, blisters, swimmer's ear, sinus problems, infection, seasickness, and drowning.

**SKIING and SNOW SHOEING**: cold-related illnesses, head and neck injuries, hypothermia, frostbite, blisters, and snow blindness.

	_
Name(s) of Child(ren):	
Name of Parent or Legal Guardian:	
Phone Number:	
Address:	
City, State Zip Code:	
Height (in inches):	
School:	
List Medical Conditions/Restrictions of Child(ren) (if any):	
I have read and understand the above terms and warnings and agree to be bound by these terms. I consent to the participation in these activities of my child(ren).	
Parent/Guardian Signature: DATE:	

\*Please list any allergies or other medical concerns, including any required medications and any physical or other restrictions on the reverse side of this form.